

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

A. This is a voluntary agreement between ***SAMPLE*** ("EPA ENERGY STAR[®] Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which ***SAMPLE*** joins the EPA ENERGY STAR[®] Program. The terms of this Memorandum of Understanding (MOU) shall apply to boilers sold by Partner under its own brand name(s).

B. EPA ENERGY STAR Partner and EPA agree that the primary purpose of the EPA ENERGY STAR Program is to promote the manufacturing, marketing, consumer purchase and financial attractiveness of energy-efficient equipment, thereby potentially reducing combustion-related pollution.

C. EPA ENERGY STAR Partner and EPA agree that the use of energy-efficient equipment may increase profits and competitiveness.

D. EPA ENERGY STAR Partner and EPA agree that publicizing the EPA ENERGY STAR Program is important to demonstrate the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.

E. EPA ENERGY STAR Partner and EPA agree that maintaining public confidence in the EPA ENERGY STAR Program is critical to achieving the shared goals of Partner and EPA.

II. Definitions

A. Residential Boiler: A self contained fuel burning appliance of less than 300,000 Btu per hour energy input, for supplying low pressure steam or hot water for space heating applications. A heating unit that meets this definition and also provides hot water for domestic or other use is considered a boiler for purposes of this MOU.

B. AFUE: The Annual Fuel Utilization Efficiency ("AFUE") measures the amount of fuel converted to space heat in proportion to the amount of fuel entering the boiler. This is commonly expressed as a percentage. For purposes of this MOU, the efficiency of a boiler shall be measured using AFUE. Test procedures have been developed to test AFUE by the Department of Energy (DOE). These procedures are specified in 10 CFR part 430.

C. Manual J Calculation: A calculation performed to determine the heating load for a residence or small commercial building. The calculation includes site-specific characteristics such as regional weather data, building framing materials, building insulation levels, building air infiltration levels and window area. The calculation follows procedures and protocols developed by the Air Conditioning Contractors of America.

III. Effective Date of MOU and Duration

A. This MOU shall be effective when signed by both EPA and Partner.

B. Both parties agree that Partner may begin to qualify boiler models, pursuant to section IV.B., beginning on June 4th, 1996 or date of signature, whichever is later.

C. Both parties agree that the terms of this MOU shall govern its implementation until EPA revises it. Both parties agree that a new or revised MOU may be developed and signed by both parties in order to extend the program into a second phase consistent with the MOU cycles in effect for other ENERGY STAR HVAC technologies. EPA shall provide notification in advance of any revision to this agreement and allow sufficient time for Partner to comment on any changes.

D. Both parties agree that this agreement can be terminated by EPA ENERGY STAR Partner or EPA any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII.

IV. EPA ENERGY STAR Partner's Responsibilities

A. EPA ENERGY STAR Partner agrees to appoint a representative of the company as liaison with EPA for the EPA ENERGY STAR Program and to notify EPA within one month of any change in liaison designation.

B. Product Qualification for the EPA ENERGY STAR[®] Label

EPA ENERGY STAR Partner agrees to sell one or more specific models of boilers that meet or exceed 85% AFUE energy efficiency ratings.

C. Testing

1. Partner agrees to perform tests, as necessary, to determine which models comply. Based on the results of these tests, Partner shall self-certify those models that it determines are compliant with

the specifications outlined above. Partner may submit information to EPA on compliant models on a voluntary basis.

2. Partner agrees to measure a boiler model's energy efficiency using the AFUE for space heating as determined by DOE using test procedures specified in 10 CFR part 430.

D. Training

1. EPA ENERGY STAR Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR products.

2. Partner agrees that the proper installation of ENERGY STAR boilers is important. Therefore, Partner agrees to offer training on issues such as: 1) system venting, 2) condensate removal, and 3) code compliance. In addition, Partner shall encourage distributors and contractors to take advantage of this and other relevant training opportunities.

3. Partner agrees that proper sizing of boilers is important to ensure optimal operational cycles and comfort. Partner agrees to offer training for equipment distributors or contractors and plumbers, on the proper use of the Manual J calculation, or other equivalent calculation, in order to encourage proper sizing of equipment. In addition, Partner shall encourage distributors and contractors to take advantage of this and other relevant training opportunities.

E. Customer Education

1. Product Literature

Partner shall provide general information to users regarding the benefits of energy efficient boilers. This information might include a description of the ENERGY STAR Program, and a discussion of the energy savings associated with the product. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: user's manual, special brochures included with qualified models, sales literature, maintenance information, etc. Brochures and advertisements shall be worded to avoid misleading interpretations.

2. Logo Usage

To help consumers become familiar with the ENERGY STAR Program, Partner shall place the ENERGY STAR[®] logo onto qualified models, where practical.¹ Partner shall also strive to include the ENERGY STAR[®] logo in brochures, manuals, and advertisements, etc. for qualified models.

¹ The ENERGY STAR[®] logo may appear on the front of the unit, or on the nameplate.

F. At EPA's request, Partner will attempt to locate customers who have profited from the program and are willing to share information about performance and savings, as well as locate employees who have contributed in its success. This customer or employee supplied information is to be without reference or endorsement of specific Partner, specific products, or other supply sources.

G. EPA ENERGY STAR Partner understands that participation in the EPA ENERGY STAR Program does not constitute EPA endorsement of ENERGY STAR Partner or its products.

V. EPA's Responsibilities

A. EPA agrees to designate a single program manager as a contact point for the EPA ENERGY STAR Boiler Program, and to notify Partner within one month of any change in designation. Please send signed MOU and other correspondence to this person. (See Attachment.)

B. EPA agrees to accept the test data as submitted by Partner, whether it is self-determined or determined by an independent third party. EPA will not officially approve any individual test reports submitted by Partner. Therefore, Partner shall not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this boiler is EPA approved," or "this boiler is EPA certified." While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the EPA ENERGY STAR logo from either the open market or other available sources, or voluntarily received from Partner.

C. EPA agrees to encourage consumer acceptance of models introduced under this agreement and bearing the EPA ENERGY STAR logo.

D. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

E. EPA agrees to promote energy-efficient equipment, and to inform consumers about the EPA ENERGY STAR Program and EPA ENERGY STAR logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

F. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the EPA ENERGY STAR Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

G. EPA agrees to loan to Partner, at no charge, materials from which Partner can reproduce the ENERGY STAR logo. EPA agrees to work with Partner to develop presentation materials.

VI. Use of the EPA ENERGY STAR® Logo

Partner shall read and abide by the attached logo use guidelines. Should EPA make changes to the logo use guidelines, Partner shall implement those changes as soon as practical after being notified by EPA of those changes.

VII. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the EPA ENERGY STAR Program.

B. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products

1. If EPA receives information that one or more products certified by Partner as ENERGY STAR compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. If EPA ENERGY STAR Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving ENERGY STAR Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions can not be undertaken.

Revisions to this Memorandum of Understanding will not be accepted

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 CFR, Part Two.

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The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit **SAMPLE** to participation in the ENERGY STAR Boiler Program.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ Date: _____

Name: Paul Stolpman
Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ *SAMPLE* _____ Date: _____

Name: _____ *SAMPLE* _____

Title: _____ *SAMPLE* _____